

The Honorable Robert S. Lasnik

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

CHARLES and LAURA GORMAN, and  
JESSE and BRIGITTE MCCUNE, on behalf  
of themselves and others similarly situated,

Plaintiffs,

v.

NATIONAL CITY HOME LOAN  
SERVICES, INC.,

Defendant.

NO. 06-00618 RSL

**DECLARATION OF ROB WILLIAMSON IN  
SUPPORT OF PLAINTIFFS' OPPOSITION TO  
DEFENDANT'S MOTION FOR SUMMARY  
JUDGMENT**

I, Rob Williamson, am one of the attorneys for the plaintiffs in this matter.

When we first evaluated a claim for the plaintiffs in this case, we reviewed the deeds of trust of our clients as well as the loan payoff statements that were provided to them. The deeds of trust were with First Franklin Financial Corporation ("First Franklin") and the loan payoff appeared to have been generated by First Franklin Loan Services. We concluded, therefore, that First Franklin had charged the fee which is the subject of this litigation and filed suit.

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3 First Franklin removed, filed an answer and then a motion for summary judgment. It  
4 was only at that time I learned that we had named the wrong defendant. It is our belief that  
5 the proper defendant in these cases is the business entity that charges and collects the  
6 improper fees at issue. Thereafter I had several conversations with defendant's counsel, all in  
7 good faith and in the spirit of cooperation, to address the issue of naming the proper party.  
8 During those conversations I repeatedly expressed my desire to create a setting in which the  
9 parties could fully and fairly frame the issues for briefing. In my mind those issues were the  
10 defendant's preemption claims and the application of paragraph 20, the so-called grievance  
11 notice provision.  
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14 I believed that the critical issue for defendant with respect to the grievance was  
15 whether an individual could give class wide notice. I anticipated that defendant would argue  
16 the grievance process required individual grievances from each borrower and one individual  
17 could not satisfy that obligation for all. While I did not agree with that view, I understood  
18 defendant would wish to argue it. Accordingly, and in order to posture this case so this issue  
19 would be fully before the Court, we sent a new notice to defendant before filing this case.  
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21 At no time was it my intention to circumvent the ruling of Judge Pechman in the case  
22 involving First Horizon. That is the only case where the grievance at issue was not given  
23 prior to filing among the various cases involving payoff fees now before this Court, and it will  
24 not happen again. My intention was to permit defendant to challenge whether notice from one  
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1 borrower could be given for the class, and I thought defendant understood and accepted this  
2 strategy. Any inference from defendant's summary judgment motion that I was seeking to  
3 evade the impact of Judge Pechman's decision or otherwise skirt the grievance question  
4 should be rejected.  
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6 I declare under penalty of perjury of the laws of the State of Washington that the  
7 foregoing statements are true and correct.

8 Dated: August 14, 2006, at Seattle, Washington  
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10 /s/ Rob Williamson  
11 Rob Williamson  
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